



PIERS, HARBORS & LAKEFRONT COMMITTEE

TUESDAY, MAY 14, 2019 – 5:30 PM

CITY HALL, CONFERENCE ROOM 2A

AGENDA

1. Meeting called to order by Chairman Skates
2. Roll Call
3. Approval of Minutes from April 17, 2019 meeting as prepared and distributed
4. Comments from the public limited to 5 minutes, limited to items on this agenda
5. Harbormaster's Report
6. MSI – Riviera Public Participation Results presentation
7. Establish date for Riviera input workshop with Leadership Team, Council, and pertinent Riviera Staff/Contractors for early June 2019
8. Discussion/Recommendation regarding discounted beach admission charge for school groups
9. Discussion/Recommendation to negotiate a 5-year extension for the existing lease for the Lake Geneva Boat Line
10. Discussion/Recommendation on proposed update to existing structure on the pier for the Lake Geneva Boat Line
11. Update regarding environmental investigation and underwater pier inspection RFP
12. Discussion/Recommendation to possible changes to beach closing time
13. Discussion regarding Starry Stonewort eradication progress
14. Future Agenda Items
15. Adjournment

*This is a meeting of the Piers, Harbors & Lakefront Committee.
No official Council action will be taken; however, a quorum of the Council may be present.*

cc: Aldermen, Mayor, Administrator, Harbormaster, Media

PIERS, HARBORS & LAKEFRONT COMMITTEE MINUTES

WEDNESDAY, APRIL 17, 2019– 5:30PM

CITY HALL, CONFERENCE ROOM 2A (UPPER LEVEL)

Members: Chairperson Doug Skates, Shari Straube, John Halverson, Rich Hedlund and Tim Dunn

Meeting called to order by Chairman Skates 6:10 pm (Meeting was moved from Room 2A to Second Floor Police Training Room at City Hall due to an overflow audience in attendance).

Roll Call: Chairperson Doug Skates, John Halverson, Rich Hedlund, and Tim Dunn

Excused absence; Shari Straube. Also present: Administrator Nord and various other city staff

Comments from the public limited to 5 minutes, limited to items on this agenda

Janet Ewing (no address provided) requested to be placed on the next Committee agenda to address the topic of her boat slip.

Two individual members of the public listed below spoke to express their support of installing a gate at the west end pier; John Walker, 540 Franklin and Todd Krause, 1112 Wisconsin Street.

Dick Malmin, 1991 S. Lakeshore Drive asked the city's support to combat the starry stonewort issue in Geneva Lake.

Brian Olson, no address stated, expressed his support for the installation of a gate at the pier.

Charlene Klein, 817 Wisconsin Street spoke on the upcoming Riviera building project. She noted that the Riviera previously had spires in the four exterior corners of the building with flags on top and would like to see that reinstalled as part of restoration. Also requested the city be open and upfront concerning how the Riviera project will be paid for.

Daryl VanHorn, 1025 Timothy spoke in support of a gate on the pier but also suggested not securing the gate if additional security patrols were placed on the pier.

Tom Ross, 542 Maxwell Street expressed his support for a gate at the pier

Sarah Hill, 1024 George Street expressed her opposition to a gate on the pier. She also read off specific points contained within the existing contract for boat slip renters and noted that all rules are not currently being followed. Hill stated that this is a public pier and that it should be accessible to everyone.

Casey Schiche, no address given, disputed the claims made by Sarah Hill during her comments and expressed support for a gate on the pier.

Harbor Master Report

Chairman Skates reported that hours for the 2019 Beach season have been set. Administrator Nord reported that the current Harbormaster has submitted a letter giving notice of his retirement beginning May 26, 2019.

**PIERS, HARBORS & LAKEFRONT COMMITTEE MINUTES
WEDNESDAY, APRIL 17, 2019– 5:30PM
CITY HALL, CONFERENCE ROOM 2A (UPPER LEVEL)**

Discussion / Recommendation regarding installing a security gate at the West End Pier location or possible other security alternatives

Public Works Department staff member Neal Waswo presented information to the coming concerning the installation of a gate as well as the associated costs. Waswo stated that the total estimated cost would be around \$8,470.

Police Lt. Ed Gritzner answered various questions from the committee and also stated there are already cameras in place in the vicinity of the pier. Gritzner also reported that the Department may be using Community Service Officers (CSOs) to help increase patrols on the pier. In response to a question, Gritzner stated that installation of two additional cameras in the area would run between five and seven thousand dollars.

Each member of the committee expressed their thoughts and additional input was taken from the audience in attendance. It was the general consensus of the committee that the City should pursue less expensive security options for the 2019 season. These options include installing regulatory signs on the pier, use of CSOs, encourage slip renters to report issues to the police so as to keep more accurate incident records. Mr. Waswo was directed to research the cost of installing a non-locking, wooden gate at the pier and provide the information at the next meeting where this would be discussed.

Chairman Skates moved to forward this discussion to the next Finance, Licensing and Regulation Committee meeting. Alderman Halverson seconded the motion. Motion carried 4-0.

Discussion regarding Starry Stonewort eradication progress

Chairman Skates provided an update on efforts currently underway. It is expected that dredging will be completed by Memorial Day. Skates further reported that just today, the City had received a draft agreement from the Geneva Lake Environmental Agency that was sent to several area governments for review and action.

Discussion/Update regarding Riviera Restoration Project Community Input

Chairman Skates reported that the public input portion of the Riviera project is concluding shortly. Community input will be forwarded to MSI for their review and analysis. It is hoped that discussion on the public input can be held at the next committee meeting. Skates further suggested that, in May, the committee begin identifying participants for a June workshop to map out next steps for the Riviera project.

Discussion / Recommendation regarding environmental investigation related to the Riviera Restoration Project.

Dave Luterbach and Jay Craig introduced Adam Wolfe who has been added to the MSI / Riviera team. Luterbach also reported the RFP was nearly ready to go and would send to the City to review one more time before releasing it. Some discussion as to the need for a pre-bid walk through of the project area.

**PIERS, HARBORS & LAKEFRONT COMMITTEE MINUTES
WEDNESDAY, APRIL 17, 2019– 5:30PM
CITY HALL, CONFERENCE ROOM 2A (UPPER LEVEL)**

Discussion/Recommendation regarding underwater pier inspection and possible request for proposals

Luterback also reported the RFP was nearly ready to go and would send to the City to review one more time before releasing it. It was stated by the committee that the responses to the two RFPs will go to the Finance, Licenses & Regulation Committee for review and discussion.

Future Agenda Items:

The Committee identified the following items for inclusion on next month's agenda:

- Beach Hours
- Petition / request by Janet Ewing
- Discussion of a new Foot washing station near the beach
- As well as continuing various items from this month's agenda

Ald. Hedlund motioned to adjourn at 7:23 pm, second by Dunn. Motion carried 4-0.

PIER LEASE

THIS AGREEMENT, made this 12th day of March, 2012, by and between the CITY OF LAKE GENEVA, a municipal corporation, party of the first part, Lessor, hereinafter called the City, and LAKE GENEVA BOAT LINE, INC., a Wisconsin corporation, party of the second part, Lessee, hereinafter called the Company.

WITNESSETH:

1. That the said City does hereby lease and let to the said Company under all the terms and conditions hereinafter set forth the following described piers, office space, and other areas (hereinafter "rented premises." The rented premises described in paragraphs 1a and 1c are shown on the attached Exhibit B):
 - a. The North Twenty-One feet (21') of the boat ramp which is located at the Northeast corner of the wall to the Riviera building, also commencing at the North edge of said ramp, thence North along the edge of the seawall Two Hundred Twenty feet (220') which shall include the current pier with the same dimensions and configuration located in riparian areas adjoining said seawall, provided that no piers may be extended to a length more than ninety feet (90') and in no way shall block or impede the flow of traffic in Fore Bay.
 - b. The room used for storage in the northeast corner of the Riviera building.
 - c. The seventy-two foot (72') pier located in the area described in paragraph 1(a) above,
 - d. Pier No. 3, known as the East pier, together with such unobstructed and uninterrupted use as is reasonably necessary of the operation of the business of the Company and its use of the leased premises of the water adjacent, under, and surrounding said Pier, including the bed of the lake and the air space above the surface. The City shall maintain said Pier and maintain and operate all outside lighting on and connected with the leased premises. Company shall not make any changes to Pier nor construct any structure on, near or under the pier without obtaining City approval in advance. The use of Pier N. 3 is subject to the provisions of paragraph 2 below.

2. The Company will have the right to use the west side of Pier 3 which shall be used for daytime public parking. It is understood the Company will charge for daytime parking. It is further understood that the Company shall be allowed the use of Pier 3 for overnight parking. It is understood that the Company may charge for overnight parking. The aforesaid leased premises shall be for the exclusive use by the Company for dockage and the transaction of business necessary and convenient in the conduct of its charter and boat business, except that the area described in subparagraph "d" above, shall be used in common with the general public who may use the pier, including fishing to the extent that that activity does not interfere with the Company's business. Nothing herein contained is intended to create any rights in the general public that do not already exist. Subject to maintenance and special events authorized by the City, the Company shall have complete, free, uninterrupted and unobstructed access to the leased premises over and above all approaches leading to said premises either by the walks on the East and West side of the Riviera building and to Wrigley Drive and Broad Street or through the concourse running from the North and South of the Riviera building when said concourse is open to the public and not secured by security gates or devices.

3. The Company must comply with DNR regulations pertaining to the fueling of boats on inland lakes. This includes having a proper caddy for transporting the fuel from a vehicle to the boats and the removal of the caddy from the premises. The fuel caddy cannot remain on the premises except for the actual fueling of the boats. Lessee shall comply with all City fire and safety regulations. Any costs incurred due to injury to persons or property shall be borne solely by the Company. Company shall assume full and complete liability for damage to persons or property for any leakage from the tanks, or damage emanating from such equipment, and shall be solely responsible for any and all damages resulting from any leakage, use or maintenance of any fuel tanks, excepting any damages caused by the City or the City's agents, employees or contractors. Further, Company shall indemnify and hold City harmless from any damage to any person including reasonable attorney's fees incurred by the City in defending any such claims or action for any claims arising out of the use or maintenance of any fuel tanks, and equipment owned and maintained by Company on City property.

It is expressly understood and agreed that Company shall have the exclusive right to use the above described areas for the following:

- a. Exclusive right to rent at Riviera premises power and other boats for boat rides, water skiing, fishing, motorized power boats not to exceed thirty feet (30') in length.
 - b. Exclusive right to rent at Riviera premises power and other boats for boat rides or rentals, water skiing and water sports in general from rented premises; boats not to exceed thirty feet (30') in length (exclusive of Gage Marine rights).
 - c. For the sale of marine supplies generally.
 - d. Exclusive right to rent at Riviera premises sailing craft, with or without motor, no limit on length.
 - e. Exclusive right at Riviera premises to carry passengers for hire in sailing craft, with or without motor, no limit on length.
 - f. To carry on all other activities necessary and incidental to the uses set forth above, including the right to maintain the existing ticket office on the 90-foot (90') pier described in paragraph 1(c) above. Provided, however, that no structure shall be erected upon any of the leased premises without the written permission of the City.
 - g. Company shall have the right to rent wave runners, jet skis, or similar personal watercraft.
4. The said Company shall not unreasonably obstruct the common ways and shall keep the premises in a neat, sanitary, and presentable condition at all times.
5. The said Company shall pay for its own electric lights on the facilities over which it has exclusive control on a metered basis.
6. Lake Geneva Boat Lines, Inc., is not responsible for wear and tear on the pier, but will be responsible for damage to piers by abuse of renters of equipment or employees. The Company will be responsible for normal cleaning and sanitation of the leased pier area, provided, however, the Company shall not have any cleaning or sanitation

responsibilities during the months of November, December, January, February and March of each year.

7. The term of this lease shall be ten (10) seasons, commencing April 1, 2012. The Company's seasoned occupancy of premises shall commence April 1 and ending November 15 of each year.

8. Rental payment for Pier NO. 3, and the other location describe in 1, a,b,c, and d, for the first year of this lease, shall be in the total amount of \$30,447.83 per year.

9 The parties agree that the rent for the above facilities described in this paragraph shall be adjusted upward annually at the rate of 3%.

10. The parties agree that parking in the Riviera Drive shall be limited to parking for loading and unloading only and shall be permitted only for the period of time posted by the sign in the loading and unloading area. No other parking shall be permitted.

11. All rents unless specified otherwise herein shall be paid in two (2) installments of one-half (½) each with the first installment due on July 15 of each Lease year and the second installment due on August 15 of each Lease year.

12. The said Company shall obtain public liability insurance in the aggregate amount of One Million and no/100 Dollars (\$1,000,000.00) covering the event of death or injury, and in the aggregate amount of One Hundred Thousand and no/100 Dollars (\$100,000.00) covering the event of property damage and said Company shall furnish a certificate of such insurance coverage to the City Clerk of the CITY OF LAKE GENEVA within fourteen (14) days of the execution of this Lease. The Company shall provide a current certificate of insurance that shall name the City as an additional insured and shall provide for a thirty (10) day notice in the event of cancellation.

13. The City shall not be held responsible or liable for any damage or loss to the Company's property.

14. It is definitely understood and agreed that if the said Company shall default in any of the covenants and agreements herein contained or shall fail to operate and use the premises for the purposes set forth above or shall fail to pay the rent when due, and, if the Company shall fail to cure the same within 14 days of written notice to the Company (provided, however, if the same cannot be reasonably cured within that time, then said time shall be reasonably extended provided the Company initiates said cure within said time and diligently pursues said cure), then the Common Council of the City of Lake Geneva may terminate this lease. The business of the Company is to be conducted in a business-like fashion insuring the safety of the public and the adherence to all local, state and federal ordinances or statutes. In the event the public safety is endangered or the public laws violated and if the Company shall fail to cure said endangerment or violation within 14 days of written notice to the Company (provided, however, if the same cannot be reasonably cured within that time, then said time shall be reasonably extended provided the Company initiates said cure within said time and diligently pursues said cure), then the Common Council of the CITY OF LAKE GENEVA may terminate this Lease.

15. It is further provided that no assignments or sale of the Company's rights under this Lease shall be made either by the Company or through voluntary assignment or bankruptcy, or under execution, and any attempt of voluntary or involuntary transfer shall render this Lease null and void.

16. It is agreed between the parties that construction of any new improvements by the Company may not be done without the written consent of the CITY OF LAKE GENEVA.

17. The Company agrees not to change any locks installed in doors, passages, service cabinets or other real estate without the express written of the City. In the event any locks or keys have been changed by the Company in the past, the City shall have the right to require said locks or keys to be returned to their original condition at Company's expense. The City shall also have the right to require keys to any Company

facility in the event of emergency including but not limited to fires or emergency repairs. The Company shall be responsible for all costs incurred for additional keys under this provision.

18. The Company shall have the right to remove all trade fixtures upon the termination of the Lease. Fixtures that have been attached to the building in any way may only be removed if any and all damages due to the attachment or removal can be corrected to the satisfaction of the City. Those fixtures that remain shall become the possession of the City following the Company's permanently vacating the premises. It is the responsibility of the Company to maintain their signs on the building in accordance with all applicable building and zoning regulations.

19. Any requirement in this Lease for approvals shall be deemed to require written approval from the appropriate party to the Lease. The officers or authorized agents or employees of the appropriate party to the Lease shall sign said approvals.

20. All parties have read this Lease and understand its terms and conditions and intend to be legally bound by all of the terms and conditions of the Lease.

21. It is understood and agreed by the parties that the facilities being leased are not public utilities.

22. If the premises leased hereunder or any part thereof is destroyed or damaged by tornado, fire or any other cause, the City agrees to promptly and expeditiously repair and restore the premises. The Company's rental charges and license fee payment under the License Agreement shall proportionately abate, in whole or in part based upon the damage or destruction until completion of the repairs or rebuilding.

IN WITNESS WHEREOF, the CITY OF LAKE GENEVA has caused this Lease to be executed by the Mayor of the CITY OF LAKE GENEVA, countersigned by the City Clerk, and sealed with its corporate seal, and the said LAKE GENEVA BOAT LINE, INC., has caused this Lease to be signed by its President, countersigned by its Secretary, and sealed with its

corporate seal, and all parties represent that each of the signers have full authority to execute the same.

In Presence of:



Approved as to Form:

Daniel S. Draper, City Attorney

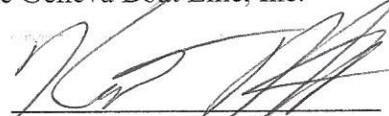
CITY OF LAKE GENEVA

By:  1/29/14
JIM CONNORS, MAYOR

Countersigned:

 1-29-14
Tim Neubeck, City Clerk

Lake Geneva Boat Line, Inc.

By:  1/30/14
Kent Martzke, President

CORPORATE SEAL

Countersigned:

Secretary

EXHIBIT B







Elmer's
Boat Rentals

Elmer's
Boat Rentals

NORTHROP

Awning Company

1898